

EXHIBIT D

06/17/2022

Via Federal Express and Electronic Mail

Shawn Knash
2508 Hemlock Ave
Portage, MI 49024
shawn@portagefbbc.com

RE: Notice of Default of Fit Body Boot Camp Franchise Agreement

Dear Ms. Knash,

This Notice is to advise Shawn Knash ("Franchisee") that Franchisee is in default of the Franchise Agreement dated March 22, 2016 (the "Franchise Agreement") entered into by and between Franchisee and Fit Body Boot Camp, Inc. ("Franchisor"), as franchisor, relating to the operation of the Fit Body Boot Camp® Outlet located at 7067 S. Westnedge Ave, Portage, MI 49002 (the "Franchised Business" or the "Outlet"). **If Franchisee fails to cure the defaults referenced in this Notice before the expiration of the Cure Period (as set forth below), Franchisor may exercise its right to terminate the Franchise Agreement.**

Franchise Agreement Defaults

Under Section 4.2(a) of the Franchise Agreement, Franchisee is required to pay to Franchisor, without offset, credit or deduction of any nature, a continuing nonrefundable royalty fee equal to \$597 each month. Section 8.4(c) of the Franchise Agreement requires payment of a continuing Software Reimbursement each month during the term in the amount we designate. Section 4.3 requires payment of a monthly Marketing and Promotion Fund Contribution of \$500.

As of the date of this Notice, Franchisee failed to: (a) pay Royalty Fees for the months of January 2022 - April 2022; Totaling in the amount of \$2,388 (b) pay Software Reimbursement fees for the months of January 2022 - May 2022; Totaling in the amount of \$1,500 and (c) pay monthly Marketing and Promotion Fund Contributions for the months of January 2022 - May 2022; Totaling in the amount of \$2,500. Total for all past delinquencies is equal to \$6388.00.

Pursuant to Section 13.3 of the Franchise Agreement, it is deemed a material act of default under the Franchise Agreement and good cause for termination of the Franchise Agreement, if Franchisee fails to pay when due any fees Franchisee is required to pay to Franchisor under the Franchise Agreement, and does not cure this failure within 30 days after

notice. In addition, pursuant to section 13.1 of the Franchise Agreement if you commit any act of default under this Agreement and you fail to cure the default after any required notice and cure periods, as applicable, we shall have the right to immediately terminate this Agreement on notice to you.

This Notice shall serve as your formal Notice of Default pursuant to the above-referenced Franchise Agreement provisions, and as your 30-day notice of default and termination in accordance with the Michigan state statute Michigan Franchise Investment Law (the “Statute”). To avoid termination of your Franchise Agreement, you must cure the defaults referenced in this Notice of Default before the expiration of 30 days from the date you receive this Notice (the “Cure Period”). If you fail to cure each of the defaults before the expiration of the Cure period, Franchisor has the right to terminate the Franchise Agreement, in addition to any and all other rights available to Franchisor under the Franchise Agreement and applicable law.

Should Franchisee fail to cure the defaults referenced in this notice, and should Franchisor elect to exercise its right to terminate the Franchise Agreement, Franchisor will require strict compliance with all post-term obligations under the Franchise Agreement, including those set forth in Section 13.9, Article XV of the Franchise Agreement.

Franchisee is hereby reminded of Franchisor’s options to require Franchisee to assign its interest in the lease to Franchisor or its designee pursuant to the terms of the Franchise Agreement. Franchisee is prohibited from taking any action that infringes on any of these, and any and all other rights and remedies available to Franchisor under the Franchise Agreement and applicable law.

This Notice is not intended to be, and should not be construed as, a waiver of Franchisor’s rights under the Franchise Agreement and applicable law for this or any other violation, which rights are expressly reserved.

No representative of Franchisor is authorized to withdraw this Notice other than through a written agreement signed by an authorized representative. Due to the serious nature of this matter, I suggest you give it your immediate attention.

Very truly yours,

Brittany Carter

By: Brittany Carter

Executive Director - Fit Body Boot Camp Compliance Team